

ORDINANCE NO. 2736 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A UTILITY EASEMENT IN FAVOR OF QWEST CORPORATION AT THE SOUTHWEST CORNER OF 47TH AND GLENDALE AVENUES; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves the utility easement and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute said document granting Qwest Corporation an easement upon, across, over and under the surface of certain property located within existing City property, in the form attached hereto as Exhibit A. The legal description is contained in the Easement.

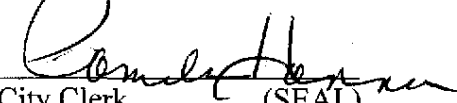
SECTION 2. That the City hereby reserves the right to use the utility easement premises in any manner that will not prevent or interfere with the exercise by Qwest Corporation of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of Qwest Corporation.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

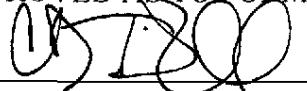
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 31st day of August, 2010.


MAYOR

ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:



City Manager

EXHIBIT A – FOR REFERENCE ONLY

After Recording: Hold For Pickup
Qwest
Attn: Michael Pietlukiewicz
135 W. Orion St., 2nd floor
Tempe, AZ 85283

RECORDING INFORMATION ABOVE
GRANT OF EASEMENT

9212UA3

The City of Glendale, an Arizona municipal corporation ("Grantor"), for and in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to **QWEST CORPORATION**, a Colorado corporation ("Grantee"), whose address is 1801 California St., Suite 5200, Denver, CO 80202, Attn: Network Vice President, and its successors, assigns, affiliates, lessees, licensees, and agents, an easement ("Easement") to construct, reconstruct, modify, change, add to, operate, maintain, and remove such telecommunications facilities and appurtenances related to the provision of telecommunications services as Grantee may require upon, over, under and across the following described property situated in the County of Maricopa, State of Arizona, which Grantor owns ("Easement Area"):

**The Easement Area, described in its entirety on EXHIBIT "A",
is attached hereto and by this reference made a part hereof**

Grantor further grants to Grantee the right of ingress and egress over and across Grantor's lands to and from the Easement Area and the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

By recording and exercising the rights granted under this Easement Grantee agrees to indemnify Grantor for all damages caused to Grantor as a result of Grantee's acts or omissions in the exercise of the rights and privileges herein granted. Grantor agrees that Grantee shall have no responsibility for pre-existing environmental contamination or liabilities not caused by Grantee.

Grantor reserves the right to occupy and use the Easement Area for all purposes not inconsistent with the rights herein granted.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on the Easement Area and no change will be made by grading or otherwise to the surface or subsurface of the Easement Area or to the ground immediately adjacent to the Easement Area that will materially affect the use and utility of the Easement granted.

The rights, conditions and provisions of this Easement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

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R/W# _____

Initials _____

GRANTOR(S):

CITY OF GLENDALE
An Arizona Municipal Corporation

Ed Beasley, City Manager

ATTEST:

APPROVED AS TO FORM:

Pam Hanna, City Clerk

Craig Tindall, City Attorney

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____,
2010, by _____ Ed Beasley _____ as _____ City Manager _____
of the **CITY OF GLENDALE, an Arizona Municipal Corporation**, on behalf of the corporation.

Witness my hand and official seal:



Notary Public

My commission expires:

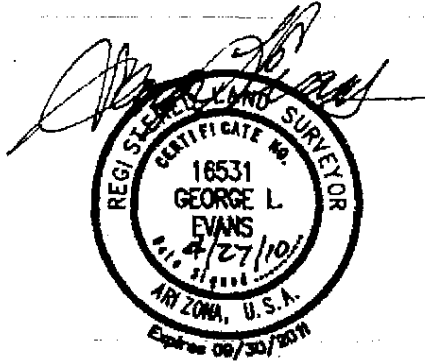
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R/W# _____ Job # 9212UA3
Exchange: Glendale Main County: Maricopa
NW ¼ of Section: 9 Township: 2N Range: 2E



Evans, Kuhn
& Associates, Inc.

7227 N. 16th Street
Suite 140
Phoenix, AZ 85020
602.241.0782 phone
602.248.9158 fax



April 27, 2010
Glendale City Courthouse
QWEST Easement
EKA# 5710
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LEGAL DESCRIPTION
OF AN
EASEMENT AREA

A portion of the Northeast Quarter of the Northwest Quarter of Section 9, Township 2 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a Brass Cap flush at the North Quarter corner of said Section 9 from which a Brass Cap flush at the Northwest Corner of said Section 9 bears South 89 degrees 50 minutes 00 seconds West, a distance of 2614.46 feet (basis of bearings);

THENCE South 89 degrees 50 minutes 00 seconds West, along the North line of said Northwest Quarter of Section 9, a distance of 65.16 feet;

THENCE departing said North line, South 00 degrees 10 minutes 00 seconds East, a distance of 55.00 feet to a point on the Southerly right-of-way line of Glendale Avenue;

THENCE along said Southerly right-of-way line of Glendale Avenue South 45 degrees 04 minutes 58 seconds East, a distance of 35.30 feet to a point on the Westerly right-of-way line of 47th Avenue;

THENCE along said Westerly right-of-way line of 47th Avenue South 00 degrees 00 minutes 04 seconds West, a distance of 251.46 feet;

THENCE departing said Westerly right-of-way line of 47th Avenue North 89 degrees 59 minutes 56 seconds West, a distance of 8.00 feet to the POINT OF BEGINNING of the parcel herein described;

THENCE continuing North 89 degrees 59 minutes 56 seconds West, a distance of 3.00 feet;

THENCE South 00 degrees 00 minutes 04 seconds West, a distance of 15.00 feet;

THENCE South 89 degrees 59 minutes 56 seconds East, a distance of 3.00 feet;

THENCE North 00 degrees 00 minutes 04 seconds East, a distance of 15.00 feet to the POINT OF BEGINNING.

Subject to existing easements and covenants.

Said easement containing 45.00 sq. ft. or 0.0010 acres, more or less.